



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS

A **24** MONTHS TERM CONTRACT, FOR THE **RENDERING OF CLEANING SERVICE AT**
PRETORIA HIGH COURT

This is a (EPWP) Extended Public Works Program opportunity tender.

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ADDITIONAL DETAILS AND GENERAL INSTRUCTIONS REGARDING THIS QUOTATION

1. Time frame and location

A 24 months term contract for rendering of daily cleaning services and deep cleaning services at Department of Justice sites through EPWP programme.

2. Description of tender / Scope of works

NB: THESE ARE ONLY MINIMUM GUIDELINES, EXACT QUANTITIES CANNOT BE GIVEN OR ESTIMATED. CONTRACTOR WILL BE RESPONSIBLE TO SUPPLY SUFFICIENT REQUISITES AT ALL TIME DURING THE CONTRACT PERIOD.

Scope of Cleaning Contract

***Approximate area to be cleaned: 26,078m²**

Including mobile offices

i.	Number Of Floors	8
ii.	Number Of Toilets/Urinals	172
iii.	Number Of Tea Kitchens	8
iv.	Number Of Levels Of Basement	2
v.	Any Other (Specify)	Pavements

Occupants

***State Approximate Total Occupants at Any One Time**

Permanent staff ±300 staff members

Visitors per day ±2500 visitors per day

3. Site compulsory inspection (as advertised in the Gov. Gazette)

4. Guidelines

- ÷ 1000 m² per cleaner
- ÷ ±70 packets/bales of (48) of toilet rolls per month
- ÷ 250 ml hand liquid soap per wash basin per week

5. Task descriptions :

5.1 Dusting

5.1.1 Unless otherwise stated, the under-mentioned should be dusted with a soft cloth or duster which is commercially available for this purpose, so that it is, in the opinion of the State, clean every day.

5.1.2 Stock in storerooms should be dusted on request, but at least once a month.

5.1.3 Clean and disinfect all telephones (daily)

5.1.4 Dust all horizontal surfaces (low level) – (weekly)

5.1.5 Dust all high ledges and fittings (weekly)

5.1.6 Dust all vertical surfaces to height of 2.5 metres (walls, cabinets etc) (weekly)

5.1.7 Dust all windows ledges (high and low) (weekly)

6. Courtyards

6.1 Sweep and wash in accordance with the finish so that all dust, leaves etc. are removed - daily.

6.2 Paving: hose down with clean water or scrub - weekly.

7. Blinds

7.1 Dust indoor blinds - weekly

7.2 Damp-wash indoor blinds - monthly.

8. Doors

8.1 Remove dirty spots on wooden and metal doors - daily.

8.2 Polish door-knobs with an approved metal polish where applicable - weekly.

8.3 Keep glass door clean – daily (frequently)

8.4 Wash glass doors with a degreasing agent and equipment that will not scratch the surface, and polish as required - weekly or on request.

5-9. Glass/window cleaning

9.1 All outdoor glass surfaces of buildings specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required – daily x2.

9.2 All indoor glass surfaces of building specified in the contract, excluded those mentioned in paragraphs 8.3 and 8.4, washed with a degreasing agent and equipment that will not scratch the surface, and polished as required - monthly.

9.3 Dust/wash/damp-wash partition glass and those mentioned in paragraphs 9.1 and 9.2 maintain a high degree of neatness - daily.

9.4 Clean partition glass. (spot cleaning daily)

9.5 Clean interior faces of all accessible windows (monthly)

9.6 Windows to be cleaned inside and outside (monthly)

9.7 Entrance and Receptions

9.7.1 sweep entrance steps and entrance steps (frequently)

9.7.2 clean doormats and walls (frequently)

9.7.3 wash steps (weekly)

9.8 Glass and metal Work:

9.8.1 spot clean glass doors (daily)

9.8.2 clean and polish all bright metal fittings (weekly)

5.4-19.8.3 Meeting, Board Rooms, Interview rooms, Training rooms and Executive Board Rooms

- Polish desks and office furniture (fortnightly)
- Wash vinyl covered furniture (monthly)
- Vacuum cloth covered furniture (monthly)
- Vacuum free standing cloth partitions (quarterly)
- Wall paper finish spot clean (weekly)

9.9 Floor Maintenance

Stone Floors (Marble, Terrazzo, Ceramic Tiles, etc)

- Sweep (daily)
- Damp mop (daily)

Rugs and carpeting

Vacuum clean thoroughly:

- Heavy traffic areas (daily)
- Medium traffic areas (alternative days)
- Light traffic areas (twice weekly)

10. Elevators

10.1 Clean elevators - daily. (frequently)

11. Furniture

11.1 Polish wooden furniture everywhere with an approved polish. Such polish should not be greasy, and should not come off on anything it comes into contact with after it has been polished - weekly.

11.2 Remove dirty spots from glass tops, desks and other furniture in an appropriate way - daily.

11.3 Damp-wash glass tops of furniture and polish - daily.

11.4 Remove dirty spots from glass doors of bookcases - daily.

11.5 Damp-wash glass doors of bookcases - daily.

11.6 Damp-wash those parts of furniture covered in leather or imitation leather - daily.

11.7 Cleaning of counters - daily.

11.8 Treat upholstered or leather-covered parts of furniture with an approved agent - monthly.

11.9 Wipe empty shelves with a damp cloth - daily.

11.10 Dust open shelves and contents as well as desks without removing the contents - daily.

11.11 Vacuum those parts of furniture covered with fabric - weekly.

12. Inside walls

12.1 Remove spots and fingerprints on walls, paintwork, electric switches, etc. - daily

12.2 Dust wooden panels and partitions - daily.

12.3 Damp-wash wall tiles - daily.

12.4 Wash window sills with soap and water - daily.

12.5 Clean notice boards - daily.

13. Toilets and Ablutions

- Maintain floor according to the type (daily)
- Damp mop floor with disinfectant (daily)
- Empty and clean all waste receptacles (daily)
- Clean and sanitise all bowls, basin, urinals, showers and baths where applicable (daily)
- Clean all mirrors (daily)
- Clean all metal fittings
- Spot clean walls, doors and partitions and lockers where applicable (daily)
- Replenish consumables, i.e. toilet paper, hand soap (contractor to supply daily)

NB: A dedicated hygiene controller must be available to ensure that all dispensers are stocked accordingly throughout the day

13.1 Rubbish-bins

All rubbish-bins should be emptied and washed with an approved disinfectant. The contents of the rubbish-bins in ladies' toilets should be dispensed of in a clean manner by putting it in a separate appropriate plastic bag and placing it in garbage cans outside - twice daily for men's and ladies' toilets.

Waste Disposal

- Empty and clean all ashtrays (daily)
- Empty and clean all waste receptacles (daily)
- Remove all waste to specified areas (daily)

13.2 Toilet pans, seats, covers, urinals, towel rails and taps

13.2.1 Clean and disinfect with an approved disinfectant - twice daily.

13.2.2 Clean and polish all metal surfaces - daily.

13.2.3 An approved agent at the expense of the contractor should be put in toilet pans to prevent deposits forming - weekly.

Replenish consumables i.e. toilet paper, hand soap. (Client to supply)

13.3 Showers

13.4 Clean and sanitise all bowls, basins, urinals showers and baths (where applicable) (daily)

13.5 Mirrors

Clean and polish all mirrors - daily.

Clean all metal fittings. (daily)

Spot clean walls, doors and partitions and lockers where applicable

13.6 Wall tiles and paintwork

- Spot clean all low surfaces, i.e. glass, walls doors and light switches(weekly)

13.6.1 Remove dirty spots - daily.

13.6.2 Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

13.7 Walls, doors (painted) and partitions

13.7.1 Remove dirty spots, including from unpainted doors - daily.

13.7.2 Wash with soap and water to which a sufficient amount of approved disinfectant has been added - daily.

13.8 Visible pipes

Clean all visible pipes - daily.

13.9 Floors

13.9.1 Damp-wash floors with an approved disinfectant - daily.

13.9.2 Remove dirty spots and rubbish - daily.

13.9.3 Non-slip cleaning agents should be used. Employees may not be exposed to wet/slippery floors.

13.10 Incinerators

Damp-wash with approved disinfectant - daily.

13.11 Clogging

Approved agents should be put in basins and urinals to prevent clogging - weekly.

13.12 Glazed/enamelled surfaces

Wash only with an approved liquid agent. No abrasives or scouring materials may be used.

13.13 Toiletries

The following toiletries must be provided by the Cleaning Contractor at his/her expense, in sufficient amounts as required, and should be available at all times. It should be put in the various toilets and replenished or replaced as required:

13.13.1 Disposable paper towels for containers currently installed in toilets.

13.13.2 Single-ply toilet paper.

13.13.3 Toilet soap as approved, either bars or liquid.

13.13.4 Air-fresheners as approved.

14. Telephones

Wipe with a damp cloth with suitably diluted disinfectant - daily.

15. Stairs (including fire-escapes)

15.1 Dust handrails and fittings (daily)

15.2 Maintain landings, treads and risers according to finish (daily)

15.3 Clean fire escapes (weekly)

15.4 Wipe banisters with a damp cloth - daily.

15.5 Polish unpainted banisters as in paragraph 12.1 - monthly.

16. Floors (including stairs and fire-escapes)

Clean floors and carpets in order to maintain a high gloss and/or degree of neatness - daily.

16.1 Vinyl, vinyl-asbestos tiles, linoleum, asphalt, rubber and similar coatings

16.1.1 If floors or parts thereof have not been treated with two coats of an approved dry gloss, non-slip, metallised, hard coat polymer agent, the Contractor should apply it. The relevant surface should be properly cleaned prior to application and, if required, old polish should be removed with an appropriate agent. If a polish remover is used, the floor should be rinsed with clean water and properly dried.

16.1.2 If floors have already been treated with a metallised polymer agent, it should be re-applied as soon as it becomes worn out.

16.1.3 Should entry to offices or high traffic make it difficult to treat floors as in 16.1.1 and 16.1.2 above during normal office hours, it should be done after office hours.

16.1.4 Wipe and remove marks like mud spots - daily.

16.1.5 Spray polishing for which an approved polymer agent is used (e.g. a solution of water and the agent described in 16.1.1 and 16.1.2 above) should only be done after the floor has been wiped with a "dust magnet", and frequently enough to maintain the polymer coating.

16.2 Wooden floors and block-floors

16.2.1 Sweep and remove all dirty marks - daily.

16.2.2 Polishing, with an approved non-slip polish, should be done as follows, after the floor has been wiped with a damp mop.

16.2.2.1 High traffic (like passages)

Apply polishing agent and polish – weekly or on request

16.2.2.2 Offices, with or without loose carpets

Apply polishing agent and polish – weekly or on request

16.2.3 As soon as an unsightly layer of old polish has built up, it should be scrubbed off and a new coat re-applied.

16.3 Carpets (wall-to-wall and loose)

16.3.1 Vacuum all carpets - weekly.

16.3.2 Thorough vacuuming as follows:

16.3.2.1 High traffic (like passages)

Twice a week or on request

16.3.2.2 Offices

Once a week or on request

16.3.3 Clean spots if it is not permanent stains and a carpet wash is not required. There should be guarded against the use of cleaning agents that could damage or discolour the carpet.

5.1.216.3.4 When carpets are washed, dirty marks or stains should be removed (see par. 16.3.3) after which the carpet should be thoroughly vacuumed. The carpets should then be washed with an appropriate carpet washing machine. It should be ensured at all times that the carpets do not become excessively wet. All water should be removed until the carpets are damp only. Occupants should be requested not to walk on the damp carpets, if possible - four times a year, after hours.

16.3.5 Shake out and clean entrance carpets and dust carpets - daily.

16.4 Indoor concrete floors (marble, ceramics, terrace tiles etc. excluding those in toilets)

16.4.1 Remove all dirty spots and sweep - daily.

16.4.2 Scrub with soap and water - weekly.

16.4.3 Polish all polished surfaces - daily.

16.5 Outdoors concrete surfaces and paving (marble, ceramics, terrace tiles etc. excluding those in toilets)

16.5.1 Stoeps, passages, footways and water canals should be swept with appropriate brooms and dirty spots removed - daily.

16.5.2 Pick up all rubbish on paving - daily.

16.5.3 Sweep paving with a hard broom - daily.

16.5.4 Unpolished stoeps and walkways should be washed or scrubbed with soap and water - weekly.

16.5.5 Polishing of polished stoeps - weekly.

16.6 Parking areas, garages and loading zone.

16.6.1 Clear all conspicuous rubbish - daily.

16.6.2 Remove oil, petrol and brake fluid stains with an appropriate approved cleaning agent - monthly.

16.6.3 Sweep parking area - weekly, after hours.

17 Rubbish removal

17.1.1 Waste baskets

17.1.2 Empty all waste baskets - daily.

17.1.3 Damp-wash or wash - weekly.

17.1.4 Empty rubbish-bins in lobbies and passages - daily.

17.1.5 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

17.1.6 Ash-trays

17.1.7 Empty and damp-wash/wash all ash-trays - daily.

17.1.8 Empty and damp-wash/wash all large ash-trays outside conference rooms - three times daily.

17.1.9 The contents of wastebaskets and ashtrays and other office rubbish should be removed neatly in bags and deposited in the rubbish bins provided for this purpose.

17.1.10 Rubbish removed from these containers should be placed in other suitable containers or bags and may not be dragged across floors or carpet tiles.

17.1.11 The Contractor will be responsible for sorting waste paper for rendering to waste paper dealers. The manner of disposal to be indicated - daily.

17.1.12 Leaves, paper and other rubbish falling on or blowing onto the premises should be collected and placed in plastic bags to be provided by the Contractor, and put in an appropriate place on the premises.

17.2 Rubbish should be temporarily stored on the premises in proper rubbish bins provided by the State or garbage bags provided by the Contractor.

17.3 Rubbish should be taken to the collection point of the relevant municipality as prescribed on those days the municipality removes rubbish.

18 Drinking water

Fresh drinking water should be provided in the water-bottles made available in offices, passages, conference and training rooms - daily before 07:30.

19 Curtains

All curtains, including linings and drapes should be removed by the Contractor. The Contractor will also return it to its original positions - on request, but at least twice a year.

20 Kitchens

- Floors dusted and washed daily.
- Counters washed daily. (twice)
- Cupboards cleaned, dusted inside weekly to enhance pest control.
-

Opinion of the State, clean every day.

21. Service times

Daily cleaning (Excluding weekends and public holidays)

Monday to Friday

06:00am to 15:00pm

22. Excluded areas/or under supervision

- Electrical and Mechanical Plant rooms
- Strong rooms
- Store rooms
- All areas/services not mentioned in Scope of work

23. Other Services Agreement

- Cleaning of carpets to be done on quarterly basis

24. Parking, Pavements/outside areas

- to be cleaned with water (monthly)
- oil stains to be removed (monthly)

25. Prisoner holding cells (where applicable)

- To be stripped and polished (every three months)
- To be buffed (weekly)

23-26. Cleaning Equipment needed for this project but not limited to the below listed and should be in full functional condition throughout the contract period

1 x delivery vehicle
 10 x 40 litres Industrial Vacuum Cleaners
 2 x High Speed buffing/polisher machine with accessories
 2 x 80 litres Industrial Vacuum Cleaners
 26 Double bucket Trolley Mops
 20 Window kits

27. General requirements

The National Department of Public Works intends entering into a contract with a suitable Bidder for the abovementioned area in Pretoria.

It will be expected from Bidders to be aware of the following requirements in order to be successful in obtaining the contract.

Specification: Cleaning service at Pretoria High Court

Signature: _____

28. Tender administration

Tenders are required to submit a bid for execution of the tasks as detailed in this bid document. The tender is to include all tasks, without any amendment, omission or addition.

The contractors will be evaluated on functionality, price, and preference.

Bidder's attention is drawn to the fact that the sites have stringent security requirements.

- The three highest scoring bidders will be asked to undergo SSA clearance
- During the evaluation process the successful bidder will have to secure a comprehensive security clearance for all his work force, subordinates, and sub-contractors for the cost of the Contractor. Appointment will be depending on the granting of security clearance.

Contractor to educate him/herself with all regulations, security and guidelines as lay down by the Department.

Contractor and his personnel have to be SSA security clearance before starting the contract.

- For security clearance the Department requires the company to submit the follow documentation for screening of service providers and sub-contractors:
 - i. Memo giving a brief description of the services to be rendered, Company profile.
 - ii. Copy of Registration documents (CK, Pty. (Ltd.), and sole propriety).
 - iii. Valid original Tax Clearance Certificate (must be valid for a period of six month).
 - iv. Certified ID copies of company directors and all the staff that will be involved in the project, not older than three months.
 - v. Original finger prints on all the ID copies – **at the cost of the Contractor**

29. Services requires

The work to be performed according to the enclosed specification and pricing data for the execution of this supply and maintenance tender, without amendments.

30. Protocol

The contractor to be aware of the protocol and the sensitivity of the nature of the client and ensure conduct of the contractor or personnel is accordingly.

31. Access

- 1.1. Contractor to notify office personal or the household before entering an office or a residence. The Office manager or Household manager must be informed prior to delivery by the contact person. Contact details will be made available to successful contractor.
- 1.2. Contractor to be accompanied into the offices or houses by the internal security, SAPS, the Office manager, or the Household manager. A representative of the contractor must be present with deliveries and during maintenance.

32. Terrain / Site Inspection

Prospective tenderers are requested to attend the compulsory information meeting as advertised in the Government Gazette they must bring their id document for access purposes.

33. Compliance with Regulations

Security arrangements and regulations will be applicable and must be adhered to by the contractor.

34. Representative of National Department of Public Works (NDPWI)

NDPWI contract manager of National Department of Public Works or his delegated representative will act on behalf of National Department of Public Works.

The NDPWI contract manager, or his representatives, which names will be communicated to the contractor, is the only persons that may instruct the contractor to execute any tasks. This excludes the cleaners in the residences, household managers of the three main houses, occupants of the residences, SAPS, or any other person on terrain.

35. Responsibility

35.1. The contractor must indemnify NDPWI against any claims from a third party and all costs including legal fees in connection with such a claim for loss or damage caused by: the death, injury or illness of any person, or damage of property on the contractor or other person. (Public liability insurance and All Risk insurance):

35.1.1 That may arise or in connection with the execution of this requirement.

35.1.2 That may arise or in any connection with an action by the contractor or/and his workers.

35.1.3 NDPWI undertakes to notify in writing the particulars of every claim that the contractor is responsible for.

35.1.4 NDPWI shall not be held responsible for any loss due to theft or damage of

any sort of the contractor's property or any items that are kept on NDPWI's property where the loss occurs and is due to negligence on the part of NDPWI.

35.2.1 NDPWI reserves the right to withhold payments to settle any amount of money being owned by the contractor. Settlement is done through mediation if applicable.

35.3 The contractor will be held responsible for any damage or theft by him or any of his staff, through negligence or accident, to the property or goods of NDPWI and its staff, in the normal performance of their duties. A claim for this can be instituted by NDPWI for the full amount against the contractor. A certificate by NDPWI contract manager acting for NDPWI will be considered proof of the amount owing.

36. Indemnification

- a. The contractor and his workers enter the property at their own risk.
- b. The contractor must indemnify NDPWI from any claims or damage that might occur where staff is employed in any work falling outside of the terms of the quotation.
- c. The contractor performs as an independent contractor and not as an agent or employee of NDPWI and has no authority to bind NDPWI to another party. The contractor must indemnify NDPWI against any claims or court action including legal fees (with lawyers and client expenses) that are instituted against NDPWI.

37. Breach of agreement

If the service is not to the satisfaction of NDPWI contract manager, NDPWI has the right to withhold payment at pricing data rates or pro-rata.

In the event of breach by the contractor of any of the terms and conditions of this contract, and in the event that the contractor fails to remedy such breach within 5 working days after receiving written notice from NDPWI to do so, NDPWI shall without prejudice to any other rights that it may have, be entitled to exercise all or any of the following rights:

- a. To terminate the agreement.
- b. To suspend further payment to the contractor
- c. To appoint any other person or persons to complete the work in which event the contractor shall be held liable for costs incurred in such appointment as well as the cost of damage suffered.

38. Termination of agreement

NDPWI shall have the right to terminate the agreement without prejudice to any of its other rights on occurrence of any of the following acts:

On breach of the agreement.

- a. On commencement of any action for the dissolution and/or liquidation of the contractor, except an amalgamation or restructuring approval in advance by NDPWI.
- b. If the contractor receives a court order to be placed under judicial management or to commence liquidation procedures that is not withdrawn or struck out within five working days;

- c. If the contractor informs NDPWI that it intends to cease performing its obligation in terms of the agreement;
- d. If the contractor informs NDPWI that it is incapable of completing the project;
- e. If, in the opinion of NDPWI, the contractor acted dishonestly.
- f. If the security clearance is revoked.

NDPWI reserves the right to, in the absence of breach or the event referred to supra, terminate this Agreement at any time by giving (24) twenty four hours' notice to the contractor.

In the event of the agreement being terminated for whatever reason, the contractor will be entitled to compensation for work done.

39. Cancellation

The Department reserves the right to withdraw the contract following notification to this effect within 24 hours.

The Department will cancel the contract with immediate effect if, at site hand over if the Contractor does not have all the resources or proof of resources to complete the contract and if the contractor does not supply the resources within the 21 working day site establishment period.

40. Limitation on cession

The rights and obligation of the parties in terms of the agreement shall be personal and incapable of being ceded, assigned or delegated by either of them to any person outside of NDPWI and the contractor, save with the written consent of the other party.

Each party warrants that it is acting as a principal and not as an undisclosed principal.

41. Curtailing of Service

- a. NDPWI retains the right to withhold any portion or the property as whole with 24 hours written notice to the contractor; the quotation price will be adjusted pro rata from the date of the withholding.
- b. In case the property or part(s) thereof that are subject to the service are in anyway damaged by an act of God or fire, NDPWI shall at its discretion decide which portion(s) of property cannot be used as part of the original sites part. Both parties shall not be bound by this quotation and no claim for the damages shall be instituted by either party. As for the remaining portion(s) of the property that would still be in use, the quotation shall stay as is but the quotation price will be adjusted from the date of the incident and will be reduced pro rata.

42. Interruptions of Service

If the service is interrupted or temporally suspended because of a labour dispute, riot, a local or national disaster, or other causes out of the control of the contractor, both parties must agree to a way of seeing to it that essential services can continue. In such event, the contractor will only be remunerated for actual services performed for that period.

43. Restrictions

- a. NDPWI retains the right to issue such instructions as it deems necessary from time to time, for the maintenance of good order in and on the property. Any instruction only affects the contractor after 48 hours, and after written notice thereof has been received by him, except, where the instruction is in connection with safety, the instruction is directly binding on the contractor.
- b. After such an instruction has been received by the contractor any transgression thereof or any neglect of any request therein shall be seen as a breaking of the stipulations of these conditions.
- c. The contractor shall only fill, clean and service his equipment at a site indicated by NDPWI contract manager.
- d. The contractor or any of his employees may not under any circumstances use any of NDPWI's buildings or any portions thereof as a home. No preparation of food or drinks is allowed on any part of the property.
- e. The contractor and his workers shall under no circumstances use the fire hoses or other firefighting equipment on the property during the performance of this service.
- f. The contractor or any of his employees may not under any circumstances use any facility on the terrain, or within a one kilometre radius, for a mass meeting.

44. Service times

Normal Working hours

Employer may not set task or hours of work that requires a worker to work:

- More than forty hours in any week
- More than five days in a week
- More than eight hours on any day

A full service must be provided daily Monday to Friday, service times are stipulated as daily from 6am to 15pm on weekdays. Services that cannot be rendered during weekdays will be rendered during the weekends, prior arrangements to be made with the client. Overtime allowance to be included in the pricing schedule (BOQ)

Lunch Breaks

- A worker may not work for more than five hours without taking a meal break of at least 30 minutes duration
- An employer and worker may agree on longer meal breaks

45. Obligations of NDPWI

- a. NDPWI contract manager, or his representatives, shall act as informant between the contractor, and NDPWI.
- b. NDPWI shall, as available at existing points, supply water that is necessary for the delivery of this service, free of charge to the contractor. Should water not be available or not provided by NDPWI, the contractor will make its own arrangements in this regard without a right of recourse against NDPWI.

46. Obligation of the Contractor

a. The contractor must also do the following

- 46.1.1 Comply with the emergency measures and procedures that are fixed from time to time to the Departments satisfaction.
- 46.1.2 Keep all facilities that are supplied to the contractor or by the contractor neat and tidy at all times.
- 46.1.3 Any foreign objects noted in, and on, the work areas must be brought to the attention of the Departments contact person.
- 46.1.4 Taps that are in a specific work area must be closed when the work is completed. No water must be wasted.
- 46.1.5 During the contract period the contractor must comply with any law and regulation laid down by parliament and local or any other authorities that have any reference to the service.
- 46.1.6 In all cases, notice must be given, and to pay all costs that must be paid in connection with the service and indemnify the Department against all loses and legal cost for damages.
- 46.1.7 If the monies are not paid by the contractor, the Department can pay directly to the authorities any costs involved and recover the costs from the contractor.
- 46.1.8 Noise must be kept to reasonable limits.

47 Supervision

47.1 ~~2~~The contractor must at all times have strict and effective supervision of the workers performance by appointing at least **1 Project manager**, dedicated to the contract for the full 24 months, **2 cleaning supervisors** dedicated to the contract for the full 24 months, **26 cleaners** dedicated to the contract for the full 24 months;

47.2 The Project manager must have at least five years applicable experience in project management

47.3 The Site Supervisors must have at least three years of applicable experience in cleaning services

48 Conditions in relation to personnel of the contractor

- 48.1** The contractor's staff may use the toilet facilities that are indicated to the contractor by NDPWI's contract manager. The contractor is responsible to provide toilet paper and cleaning material.
- 48.2** The personnel of the contractor must respect the personnel, SAPS, occupants of the residences, the public, all equipment, and buildings belonging to NDPWI.
- 48.3** Workers that do services must be dedicated personal. These workers shall at the cost of the contractor be classified by the SAPS Security Branch as trustworthy.
- 48.4** In accordance with the act on the Control of Admission to Public Premises and Transport Act, Act 53 of 1985, workers shall be subject to the requirements of Article 2 (2) of the incorporated act.
- 48.5** The contractor's workers shall not wonder around aimlessly on grounds or make use of the chairs in the public areas to relax even over lunch times.
- 48.6** Personnel of the contractor, subject to the conditions of the contract, have entrance to all areas to perform the service. If the service is not required in any area at a specific time no entrance to these areas will be allowed.
- 48.7** In such a case the contractor shall react immediately to such a request from NDPWI and as a result of such a request will not have the right to claim for any loss or damage against NDPWI. The contractor must indemnify NDPWI from any claims arising from the workers involved.
- 48.8** If NDPWI has any information in connection with any of the contractors personnel that are involved in the performance of this contract, the contractor can request NDPWI to supply such information to him without delay.
- 48.9** The identity card must be carried by the workers on the site while he/she is present on the property. The contractor will control and be responsible for the identity cards in such a manner that no unauthorised person gains entry to the property.
- 48.10** Personal hygiene must at all times be kept by the contractor and the workers.
- 48.11** Staff must behave in a sober and quiet manner.
- 48.12** The contractors workers which must be on the property for the performance of this service must at all times be dressed neatly and properly to the satisfaction of NDPWI.
- 48.13** No information may be supplied to the public or news media in connection with the contractor's activities.
- 48.14** The quantity of staff on site as per proof of resources must at all times be maintained.

49 Equipment

49.1 The contractor shall be responsible for the supply and maintenance of all equipment that will be necessary for the satisfactory delivery of this service for the full period of the tender.

If servicing the equipment required that the equipment must leave the premise, or if the equipment will be out of service for longer than 24 hours, a replacement must be made available within 24 hours.

The Department will inspect the equipment on a regular basis to ensure that the equipment is in a good working condition and reflect the equipment as indicated as available at award of tender.

The Department cannot borrow or give equipment to the contractor.

49.2 The equipment used by the contractor must comply with the regulations on machinery of the Occupational, Health, and Safety Act, Act 85 of 1996. At the cost for the contractor, the contractor is to supply all staff with the correct personal protective equipment required to perform their duties in compliance of OHSA.

49.3 The Department reserve the right to prevent the employees from the contractor to operate equipment of the contractor that do not conform to the safety rules and regulations.

49.4 The Department will provide space for the storage of equipment.

50 Consumable items

The contractor shall at own cost be responsible for supplying all consumable items including plastic rubbish bags, toilet paper for staff as well as all task specific consumables, necessary material for effective service.

Before delivery the contractor is to supply a representative sample to NDPWI contract manager for approval. NDPWI has the right to accept or reject any of these items.

51 Advertisements

51.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.

- 51.2 The contractor or his staff may not exhibit any article or object that NDPWI regards as offensive or undesirable. In this case NDPWI decision is regarded as final and binding on the contractor and staff.

5352 Warning signs

- 52.1 The contractor will be compelled to supply neat warning signs or boards, which are of a size and design so as to be seen and recognized by the general public. These board/signs must be in place where ever work by the contractor's workers is in progress so as to bring to the attention of any person/staff that work is in progress.
- 52.2 The contractor must have all warnings/signs made in English for the full term of this quotation.

5453 Inflammable and Toxic Chemicals

The contractor shall not store or use any poisons, highly inflammable chemicals or materials on the property without the written consent of NDPWI for the delivery of these services. No long term storage is allowed.

5554 Remuneration if Service

- 54.1 NDPWI undertakes to pay the contractor per month, on completion of the month's maintenance, on fully completed upgrades as signed off by NDPWI Contract manager, and the EPWP reports are submitted.
- 54.2 Payment shall be made within 30 calendar days after an invoice has been submitted by the contractor to NDPWI, certified as correct and according to the quotation conditions, and the quotation submitted, by NDPWI contract manager.

5655 Joint Venture Agreements

The relationship between the parties involved in a Joint Venture shall involve a close collaboration between two independent contracting parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party NDPWI contract manager or authorized representative of the other party.

5756 Indulgences

No extension of time, latitude or any other indulgence which may be given or allowed by either party to the other shall constitute a waiver or alteration of the agreement, or affect such

party's rights, or prevent such party from strictly enforcing due compliance with each and every provision of this agreement.

5857 Expanded Public Works Program (EPWP) Implementation Contractor Obligation

- A. The contractor to implement EPWP by employing EPWP participants (workers), by branding the project site, (Supplying EPWP safety clothing); and EPWP Reporting Reporting of Work opportunities to the EPWP in a prescribed template
- B. The contractor is referred to Basic Conditions of Employment Act, Act 66(97) of 1995 (1997) as amended, Ministerial Determination 4: Expanded Public Works Programmes Government Gazette Vol. 548, Pretoria, 18 February 2011, (published on the 4th of May 2012 under Government Gazette No. 35310) and should be read in conjunction with the Code of Good Practice for employment conditions of work for Expanded Public Works Programme published on the 18th February 2011 under Government Gazette No.34032 No. 34032 as these publications are to be read in conjunction with this section of the specification.
- C. The contractor is to pay the EPWP Participants (workers) as per the Department of Labour Rates.
- D. All complaints in connection with the service must be attended to and rectified within 48 hours.

5958 Employment

~~59-458.1~~ The contractor will employ 26 EPWP Participants (workers) from the local area. The local area is defined as the CBD of Pretoria, Mamelodi and surrounding suburbs, Soshanguve, Mabopane and Hammanskraal. Proof of residence must be attached to the EPWP contract.

These employees (participants/workers) are only to be utilised as unskilled workforce and not skilled staff, drivers or supervisors.

Skilled staff Project Manager and site supervisors to be employed by the contractor additionally to the (26) EPWP staff.

The number of workers that fall within the following categories must be recorded:

Commented [JM1]: Repetition

Commented [TN2]:

Demographic	EPWP Participants (worker)Target
Youth (i.e. 16 – 35 years of age)	60%
Women	55%
People with disabilities	2%

58.1.1 These EPWP employees (participants/workers) are only to be utilised as **unskilled workforce** and not skilled staff, drivers or supervisors.

Skilled staff drivers, supervisors and Project manager has to be employed by the contractor additionally to the (26) EPWP staff.

The contractor will sign a temporary contract with EPWP participants as and when required.

58.1.2 The EPWP contractor and employees (participants/workers) are subjected to the provisions set in

- Basic Conditions of Employment Act, 1997 “Code of Good Practice for employment and conditions of work for Expanded. Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032; and
- Basic Conditions of Employment Act 1997 Ministerial Determination 4: Expanded Public Works Programmes Government published on 4 May 2012 under Government Gazette No. 35310.

58.1.3 DIRECTIVE: MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES

A. PURPOSE:

The purpose of this Directive is to give clarity in terms of the overtime, hours of work, annual leave and public holiday in the Expanded Public Works Programmes.

B. BACKGROUND

The amendment to the Ministerial Determination 4: Expanded Public Works Programmes published on the 4th May 2012 under Government Gazette No. 35310 bears reference to this directive.

- The Ministerial Determination should be read in conjunction with the Code of Good Practice for employment and conditions of work for Expanded Public Works Programmes published on 18 February 2011 under Government Gazette No. 34032.
- The Expanded Public Works Programme is one of government's key programmes aimed at addressing unemployment and poverty by providing income relief through temporary work for the unemployed. EPWP is funded, either fully or partially from public resources to create a public benefit.
- EPWP projects employ workers on a temporary or ongoing basis with government, contractors, or other non-governmental organisations under the Ministerial Determination for the EPWP employment conditions.
- Section 3 of the Ministerial Determination 4: Expanded Public Works Programmes regulates that some of the provisions regulated by the Basic Conditions of Employment Act such as section 10(2) (overtime rate) do not apply to the Expanded Public Works Programme.
- Furthermore, section 4(3) of the Ministerial Determination regulates normal hours of work for the Expanded Public Works Programme and provides that an employer may not set tasks or hours of work that require a worker to work –
 - a) More than forty hours in any week;
 - b) On more than five days in any week; and
 - c) For more than eight hours on any day

58.2 Training EPWP

58.2.1 The __ __contracted service provider will provide onsite training__to EPWP participants, a accredited/Non-accredited training might be provided on selected participants where there is enough budget from EPWP through NSF and other source of funding.

58.2.1.1 Basic cleaning and deep cleaning

58.2.1.2 Occupational Health and safety-.

58.2.2 Training attendance might be compulsory for all EPWP employees .

58.2.3. EPWP employees will receive a full day's payment/stipend on training days.

58.2.4. The training programme must be displayed in the site office of the contractor and a copy will be supplied by the Department representative to note the dates and times the staff will not be on site.

58.2.5. Training attendance records must be kept at the site office and submitted electronically to the EPWP section. The EPWP training co-ordinators are responsible for obtaining all EPWP workers training information. The contractor to report monthly at the scheduled monthly meeting to the department on the progress and results obtained.

58.2 EPWP Project Branding

58.2.1 Supply and issue protective clothing to EPWP participants at the cost of the contractor

58.2.2 The EPWP staff to wear a descent and neat uniform. The uniform becomes the property of the individual. The uniform is to be issued once a year.

The uniform must include, but not limited to the following:

- a) 3 x Two piece orange overalls, branded with the EPWP logo as well as the company logo**
- b) 3 x Orange T-shirts branded, with the EPWP logo as well as the company logo**
- c) 2 Pairs of safety boots**

The clothing (**uniform**) must be in line with the regulations set in the Occupational, Health, and Safety Act, Act 85 of 1996, as amended.

58.3 EPWP reporting

- a) All reports must be kept for three years after completion of the contract for auditing purposes
- b) Submit monthly progress report, electronically or by hand to the DPWI EPWP Unit by the 5th day of every month. No invoice will be processed without all the reports. On completion of every month the contractor to submit a comprehensive monthly report. EPWP reporting template shall be provided by DPWI.
- c) Daily registers
 - i. Daily registers must be kept on-site, and signed off by the NDPWI Project manager once a month.
 - ii. A summary of all daily registers must be provided to the NDPWI EPWP Unit not later than the 5th of every month.

- d) The contractor can appoint a chairperson from the labour force recruited in the surrounding communities, and to address labour related issues.
- e) The EPWP employees are subjected to all the provisions set in the Labour Act, Act 66 of 1995, and Basic Condition of Employment Act, Act 75 of 1997, and may be discipline and their employment may be terminated, after following the provisions of the various acts.